

DEED

THE STATE OF TEXAS }  
COUNTY OF BRAZOS }

KNOW ALL MEN BY THESE PRESENTS:

That, CITY OF COLLEGE STATION

of the County of Brazos, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to Grantors in hand paid by the State of Texas, acting by and through the Texas Transportation Commission, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto the State of Texas all that certain tract or parcel of land in Brazos County, Texas, more particularly described in Exhibit "A," which is attached hereto and incorporated herein for any and all purposes.

SAVE and EXCEPT, HOWEVER, it is expressly understood and agreed that Grantors are retaining title to the following improvements located on the property described in said Exhibit "A," to wit:

None

Grantors covenant and agree to remove the above-described improvements from said land by the day of , 20 , subject, however, to such extensions of time as may be granted by the State in writing; and if, for any reason, Grantors fail or refuse to remove same within said period of time prescribed, then, without any further consideration, the title to all or any part of such improvements not so removed shall pass to and vest in the State of Texas forever.

Grantors reserve all of the oil, gas and sulphur and other minerals in and under said land but waive any and all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the above described property and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of the Texas Department of Transportation or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of the State to take and use without additional compensation any water, stone, earth, gravel, caliche, iron ore gravel or any other road building materials upon, in and under said land for the construction and maintenance of the State Highway System of Texas.

**TO HAVE AND TO HOLD** the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the State of Texas and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises therein conveyed unto the State of Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

**IN WITNESS WHEREOF**, this instrument is executed on this the \_\_\_\_ day of \_\_\_\_\_ 20 01.

CITY OF COLLEGE STATION

By: \_\_\_\_\_

Title: \_\_\_\_\_

\*\*\*\*\*

**ACKNOWLEDGMENT**  
**THE STATE OF TEXAS,** }  
**COUNTY OF \_\_\_\_\_** }

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_,  
as \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas  
My commission expires: \_\_\_\_\_

APPROVED  
Roxanne Hemick  
City Attorney

EXHIBIT A Page 1 of 4 Pages

CSJ: 0050-01-060  
County: Brazos  
Project: BS 6-R  
Owner: James O. Freeman and wife, Ruby K. Freeman

FIELD NOTES FOR PARCEL 49

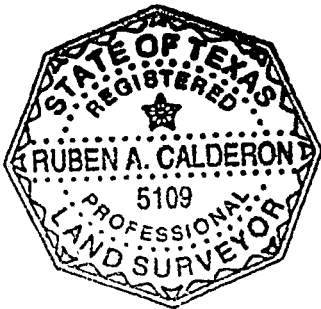
Being 0.080 hectare (0.197 acre) of land, more or less, in the M. Rector League, Abstract No. 46, Brazos County, Texas, being part of and out of that certain 5.79 acre tract of land conveyed from Emma Barta to James O. Freeman and wife, Ruby K. Freeman, by deed dated August 26, 1965, and recorded in the Deed Records of Brazos County, in Volume 249, Page 205, and in deed dated February 14, 1992, from Mike Lane and wife, Jana L. Lane recorded in the Official Records of Brazos County, in Volume 1428, Page 115, and under County Clerk's File No. 483182; said 0.080 hectare of land being more particularly described as follows:

COMMENCING at an "X" in a concrete fence post for the most northerly corner of the 5.79 acre tract and being in the southeasterly right of way line of Krenek Tap Road, base on a width of 18.288 meters (60.00 feet) recorded in the Official Records of Brazos County in Volume 1173, Page 593, thence as follows:

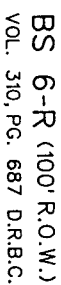
South 42°30'25" West, along the southeasterly right of way line of Krenek Tap Road, a distance of 133.872 meters (439.21 feet) to a TxDOT brass disk on a 16 mm (5/8 inch) iron rod set for the northerly cutback corner of the proposed northeasterly right of way line of BS 6-R, width varies, and being the POINT OF BEGINNING of the herein described parcel having surface coordinates of X = 1086287.229 and Y = 3111336.199 (All bearings and coordinates are based on the Texas State Plane Coordinate System, Central Zone, NAD 1927, coordinates are converted to metric and provided by TxDOT. All distances and coordinates shown are surface, and may be converted to grid by multiplying by a combined adjustment factor of 0.99988), having a station of 22+274.257, and an offset of 25.250 meters (82.84 feet) left of the proposed baseline of BS 6-R.

EXHIBIT A Page 3 of 4 Pages

7. THENCE in a northwesterly direction, continuing along the existing northeasterly right of way line of BS 6-R, with a curve to the left, having a central angle of  $00^{\circ}54'37''$ , a radius of 1761.619 meters (5779.58'), an arc length of 27.987 meters (91.82 feet), and a chord bearing of North  $49^{\circ}00'46''$  West, a distance of 27.986 meters (91.82 feet) to the point of tangency;
8. THENCE, NORTH  $49^{\circ}28'04''$  West, continuing along the existing northeasterly right of way line of BS 6-R, a distance of 36.228 meters (118.86 feet) to the intersection with the southeasterly right of way line of Krenek Tap Road;
9. THENCE, NORTH  $42^{\circ}30'25''$  East, along the southeasterly right of way line of Krenek Tap Road, a distance of 10.571 meters (34.68 feet) to the POINT OF BEGINNING and containing 0.080 hectare (0.197 acre) of land, more or less. Plat of even date accompanies these fieldnotes.



Ruben A. Calderon  
Ruben A. Calderon  
Registered Professional Land Surveyor  
Reg. No. 5109  
Dwg. No. 96003011\PAR49.DGN

Parcel No. 49

- EXHIBIT A

**NOTE:**

**NOT TO SCALE**

PAP43 CGN

After recording please return this instrument to:

Parcel No. 49

County Brazos

Highway No. BS 6-R (Texas Ave.)

Control 0050 Sec. 01 Job 065

Account or Federal No.

From: Dominik Drive

To: FM 2818

DEED

CITY OF COLLEGE STATION

Grantors

TO

THE STATE OF TEXAS

AUSTIN, TEXAS

Filed for Record

This day of ,

A.D. 19 , at o'clock M.

Recorded

This day of ,

A.D. 19 , in

County, Texas, Records of Deeds,

Book Page

Other

By County Clerk

Deputy

CERTIFICATE OF RECORDING

THE STATE OF TEXAS, }  
COUNTY OF BRAZOS }

## MEMORANDUM OF AGREEMENT

Mr. Mark McAuliffe  
City of College Station  
P. O. Box 9960  
College Station, Texas 77842

Highway No.: BS-6R (Texas Avenue)  
County: Brazos  
Limits: From Dominik to FM 2818  
Project No.: 8017-1-47  
Parcel No.: 49

Dear Property Owner:

You have indicated a willingness to sign a deed for your property, which consists of 8,582 square feet (0.197 acres) of land located on BS 6-R (Texas Avenue) in Brazos County, Texas.

It is important to confirm this agreement in order to avoid any possible misunderstanding as to the details of the purchase or the process by which the Texas Department of Transportation (TxDOT) will make payment. The payment of \$67,311.00 as herein agreed will constitute full payment to be made by TxDOT for the property to be conveyed to the State.

TxDOT and the owner(s) have agreed to the following provisions:

None

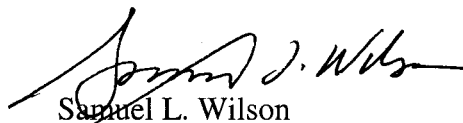
Until payment is made by TxDOT, title and possession of the property to be conveyed remains with you. You shall bear all risk of loss to any and all such property prior to such payment. Either you or TxDOT shall have the right to terminate this agreement.

The payment of the amount herein stated and the terms provided constitute the only promises, consideration and conditions of this purchase; and no other promises, consideration or conditions have been signified or implied, save and except any benefits which may accrue under the State's Relocation Assistance Program and the mutual benefits to be derived by you and TxDOT from the signing of this agreement.

The State, without cost to the owner, will pay the cost of recording all instruments conveying title to the State.

It is suggested that you carefully review the proposed Right of Way Deed and satisfy yourself (selves) as to its provisions. With your signing of this letter and the execution of the deed, the State will proceed with the issuance of a State warrant, which will be made out jointly to you and to University Title Company, agent for Chicago Title Insurance Company. This company has been designated as the State's closing agent and is responsible to see that TxDOT obtains clear title. They will not endorse the warrant and make payment until clear title is secured. At the same time, you have the right to withhold endorsement of the warrant and not accept payment until you are fully satisfied on all details of the transaction.

Sincerely,



Samuel L. Wilson  
Right of Way Administrator

I (We) fully understand the Texas Department of Transportation proposal as contained in this agreement and hereby acknowledge receipt of the brochure entitled "Relocation Assistance". I (We) understand that relocation assistance benefits are handled entirely separate from and in addition to this transaction and agree that my (our) execution of the Right of Way Deed is based on this understanding.

CITY OF COLLEGE STATION

\_\_\_\_\_  
By:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
FEI:

\_\_\_\_\_  
Date:

APPROVED



\_\_\_\_\_  
City Attorney



M. RECTOR LEAGUE, A-46

NOTES:

- 1. All bearings and coordinates are based on the Texas State Plane Coordinate System, Central Zone, North American 1927 Datum, converted to metric and provided by TxDOT. All Distances and Coordinate shown are surface and may be converted to grid by multiplying by a combined scale factor of 0.99988.
- 2. Set: Indicates Texas Department of Transportation brass disk on a 16mm (5/8 inch) iron rod, unless otherwise depicted hereon.
- 3. Set1: Indicates Texas Department of Transportation aluminum disk set on a 16mm (5/8 inch) iron rod, unless otherwise depicted hereon.
- 4. English units are provided for information only.
- 5. Metes and bounds of even date accompany this plat.
- 6. Abstracting provided by Courthouse Specialists, Inc. dated April, 1997.



1 : 1000

	HECTARES	ACRES
EXISTING	2.34	5.79
TAKING	0.080	0.197
REMAINING	2.26	5.59

PARCEL PLAT  
SHOWING PROPERTY OF  
JAMES O. FREEMAN & WIFE  
RUBY K. FREEMAN

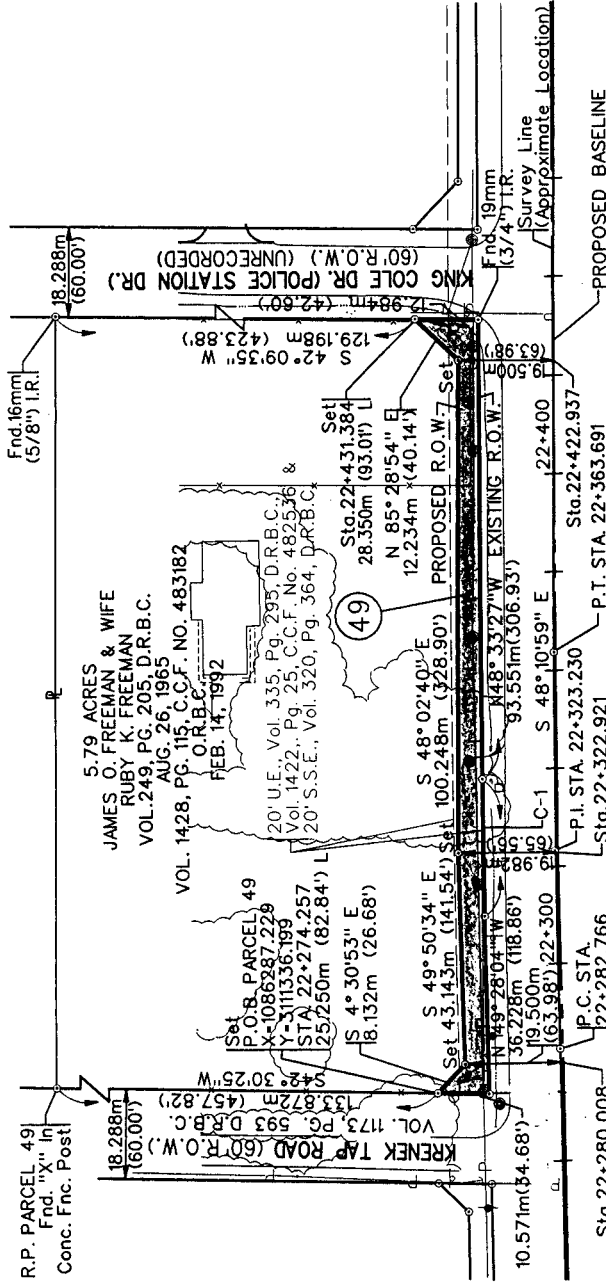
BS 6-R      BRAZOS COUNTY  
ACCOUNT NO.      CSJ 0050-01-060  
RODS SURVEYING INC.      JULY 1998  
SCALE: 1 : 1000

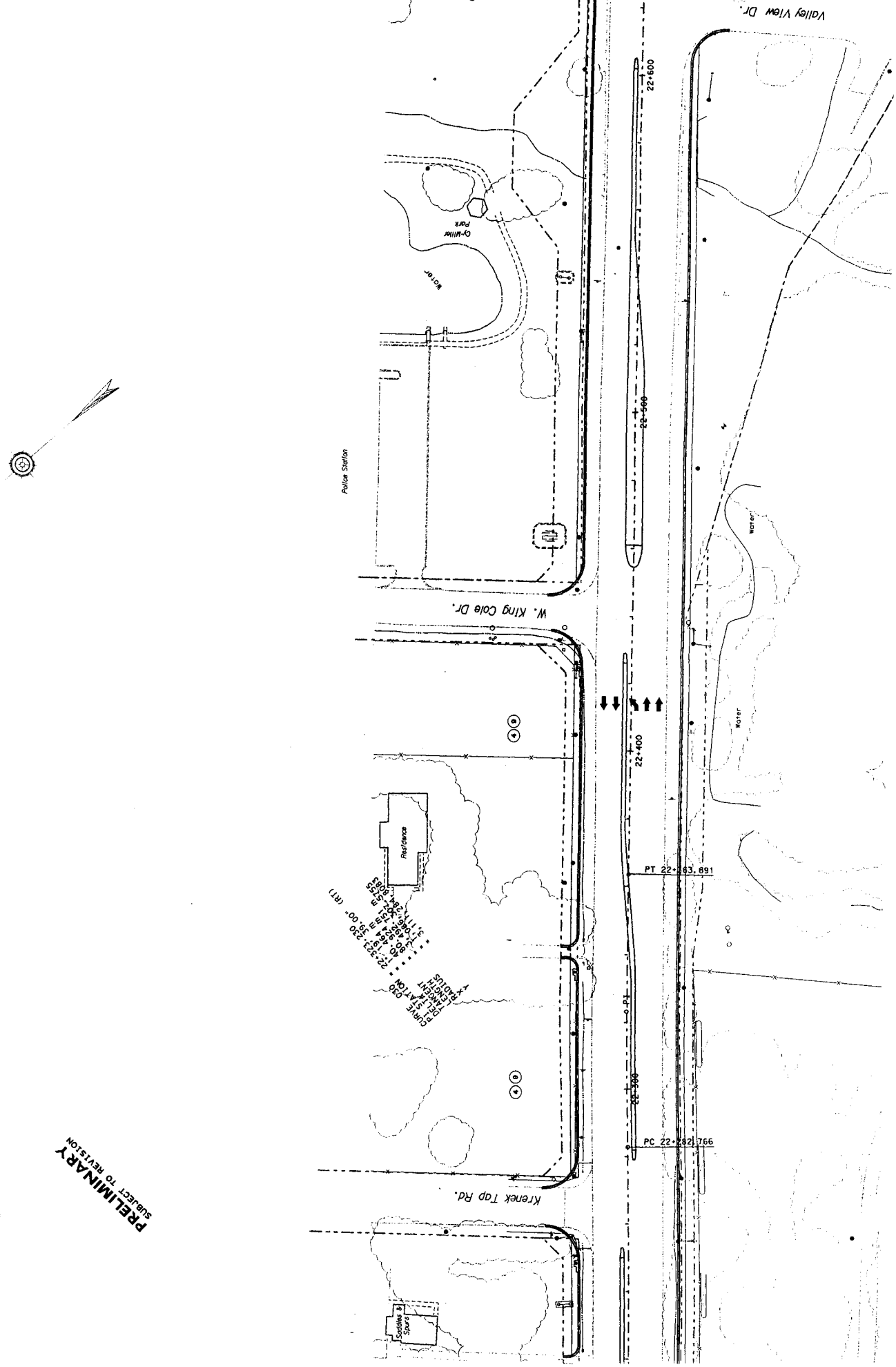
Parcel No. 49

C. BURNETT LEAGUE, A-7

BS 6-R (100' R.O.W.)  
VOL. 310, PG. 687 D.R.B.C.

CURVE TABLE			
CURVE	Δ	RADIUS	CHORD BEARING & DISTANCE
C-1	00° 54' 37"	1761.619m (5779.58')	27.987m (91.82') N 49° 00' 46" W 27.986m (91.82')





**PRELIMINARY**  
**SUBJECT TO REVISION**